



RFP No: 3755

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until **September 4, 2014 @ 3:00 p.m.** Central Time for the acquisition of the products/services described below for Mississippi Department of Transportation.

Acquisition of a Safety Analysis Management System and Crash Editing Tool

MANDATORY ONSITE VENDOR CONFERENCE: Monday, August 4, 2014 at 1:00 P.M. Central Time at the MDOT offices located at 401 North West Street, Jackson, Mississippi 39201 in the 6th floor conference room

NOTE: THIS RFP CONTAINS MANDATORY REQUIREMENTS TO WHICH NO EXCEPTION MAY BE TAKEN. SEE SECTION VII, ITEM 2, FOR DETAILS.

The Vendor must submit proposals and direct inquiries to:

Donna Hamilton
Technology Consultant
Information Technology Services
3771 Eastwood Drive
Jackson, MS 39211
(601) 432-8114
Donna.Hamilton@its.ms.gov

To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be clearly typed on a label affixed to the package in a clearly visible location:

PROPOSAL, SUBMITTED IN RESPONSE TO
RFP NO. 3755
due September 4, 2014 @ 3:00 p.m.,
ATTENTION: Donna Hamilton

Craig P. Orgeron, Ph.D.
Executive Director, ITS

ITS RFP Response Checklist

RFP Response Checklist: These items should be included in your response to RFP No. 3755.

- _____ 1) One clearly marked original response and 2 identical copies of the complete proposal with each response containing an accompanying electronic copy of the complete proposal. Label the front and spine of the three-ring loose-leaf binder and each CD with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.
- _____ 2) *Submission Cover Sheet*, signed and dated. (Section I)
- _____ 3) *Proposal Bond*, if applicable (Section I)
- _____ 4) *Proposal Exception Summary*, if applicable (Section V)
- _____ 5) Vendor response to *RFP Questionnaire* (Section VI)
- _____ 6) Point-by-point response to *Technical Specifications* (Section VII)
- _____ 7) Vendor response to *Cost Information Submission* (Section VIII)
- _____ 8) *References* (Section IX)

Table of Contents

SECTION I.....	4
SUBMISSION COVER SHEET & CONFIGURATION SUMMARY	4
PROPOSAL BONDS	5
SECTION II	6
PROPOSAL SUBMISSION REQUIREMENTS	6
SECTION III	10
VENDOR INFORMATION.....	10
SECTION IV	14
LEGAL AND CONTRACTUAL INFORMATION	14
SECTION V	27
PROPOSAL EXCEPTIONS.....	27
PROPOSAL EXCEPTION SUMMARY FORM	29
SECTION VI.....	30
RFP QUESTIONNAIRE.....	30
SECTION VII.....	33
TECHNICAL SPECIFICATIONS.....	33
SECTION VIII.....	55
COST INFORMATION SUBMISSION	55
SECTION IX.....	60
REFERENCES	60
REFERENCE FORM	62
SUBCONTRACTOR REFERENCE FORM.....	63
EXHIBIT A	65
STANDARD CONTRACT.....	65

SUBMISSION COVER SHEET & CONFIGURATION SUMMARY

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the Mississippi Department of Information Technology Services, **(ITS)**, should contact for questions and/or clarifications.

Name	_____	Phone #	_____
Address	_____	Fax #	_____
		E-mail	_____

Subject to acceptance by **ITS**, the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), including the Standard Contract in Exhibit A if included herein, except those listed as exceptions on the Proposal Exception Summary Form. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal.

Original signature of Officer in Bind of Company/Date

Name (typed or printed)

Title

Company name

Physical address

State of Incorporation

CONFIGURATION SUMMARY

The Vendor must provide a summary of the main components of products/services offered in this proposal using 100 words or less.

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PROPOSAL BONDS

Please attach the required Proposal Bond here.

SECTION II

PROPOSAL SUBMISSION REQUIREMENTS

The objective of the Proposal Submission Requirements section is to provide Vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFPs issued by **ITS** should not assume that the requirements are the same, as changes may have been made.

1. Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's proposal.
2. The State has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor's proposal must be received, in writing, by the office of **ITS** by the date and time specified. **ITS** is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened. Any proposal received with insufficient postage will be returned unopened.
4. Proposals or alterations by fax, e-mail, or phone will not be accepted.
5. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor's original submission must be clearly identified as the original. The Vendor's original proposal must include the Proposal Bond, (if explicitly required in Section IV).
6. **ITS** reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. **ITS** reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by **ITS** is the official version and will supersede any conflicting RFP language submitted by the Vendor.
9. The Vendor must conform to the following standards in the preparation of the Vendor's proposal:
 - 9.1 The Vendor is required to submit one clearly marked original response and **2** identical copy/copies of the complete proposal, including all sections and exhibits, in three-ring binders.
 - 9.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the

RFP cover page must be clearly typed and affixed to the package in a clearly visible location.

- 9.3 Number each page of the proposal.
- 9.4 Respond to the sections and exhibits in the same order as this RFP.
- 9.5 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.
- 9.6 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the *Proposal Exception Summary Form*. (See Section V for additional instructions regarding Vendor exceptions.)
- 9.7 Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with "NOT APPLICABLE."
- 9.8 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 9.9 When an outline point/attachment is a statement provided for the Vendor's information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the *Submission Cover Sheet* and providing a *Proposal Exception Summary Form*.
- 9.10 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.
- 9.11 The Vendor must fully respond to each requirement within the *Technical Specifications* by fully describing the manner and degree by which the proposal meets or exceeds said requirements.
10. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. **Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal may be grounds for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor.** The Vendor must complete the *Cost Information Submission* in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the *Cost Information Submission*.
11. **ITS** reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing **ITS** staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to

provide the information in the manner required may, at the State's discretion, result in the disqualification of the Vendor's proposal.

12. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **ITS**.
13. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
 - 13.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
 - 13.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
 - 13.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
 - 13.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
 - 13.5 The Vendor must submit a statement outlining the circumstances for the clarification.
 - 13.6 The Vendor must submit one clearly marked original and 2 copies of the clarification.
 - 13.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).
14. **Communications with State**

From the issue date of this RFP until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this RFP with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this RFP must be submitted in writing to the State's contact person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the State in writing. All such questions and answers will become addenda to this RFP, and they will be posted to the ITS web site. Vendors failing to comply with this requirement will be subject to disqualification.

 - 14.1 The State's contact person for the selection process is: Donna Hamilton, Technology Consultant, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8114, Donna.Hamilton@its.ms.gov.

- 14.2 Vendor may consult with State representatives as designated by the State's contact person identified in 14.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.

SECTION III VENDOR INFORMATION

The objective of the Vendor Information section of this RFP is to provide Vendors with information required to respond to the RFP successfully.

1. **Interchangeable Designations**

The terms "Vendor" and "Contractor" are referenced throughout this RFP. Generally, references to the "Vendor" are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term "Contractor" denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms "State of Mississippi," "State" or "ITS" may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Vendors throughout these specifications. References to a specific agency, institution or other political entity represent the client or customer on whose behalf ITS is issuing the RFP.

2. **Vendor's Responsibility to Examine RFP**

Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

3. **Proposal as Property of State**

All written proposal material becomes the property of the State of Mississippi.

4. **Written Amendment to RFP**

Any interpretation of an **ITS** RFP will be made by written amendment only. The State will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the **ITS** website, together with the associated RFP specification. Vendors are required to check the **ITS** website periodically for RFP amendments before the proposal opening date at:

http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx

Any and all amendments will be posted no later than noon, seven days prior to the proposal opening date listed on the cover page of this RFP. If you are unable to access the **ITS** website, you may contact the **ITS** technology consultant listed on page one of this RFP and request a copy.

5. **Oral Communications Not Binding**

Only transactions which are in writing from **ITS** may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any State employee.

6. **Vendor's Responsibility for Delivery**

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The State will not be responsible for the failure of any delivery medium for submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

7. **Evaluation Criteria**

The State's intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets specifications, considering price and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process. More specific information concerning evaluation criteria is presented in *Technical Specifications*.

8. **Multiple Awards**

ITS reserves the right to make multiple awards.

9. **Right to Award in Whole or Part**

ITS reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the State of Mississippi.

10. **Right to Use Proposals in Future Projects**

The State reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Vendor. The State's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

11. **Price Changes During Award or Renewal Period**

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the State will always take advantage of price decreases.

12. **Right to Request Information**

The State reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. The State also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, even if that customer is not included in the Vendor's list of references.

13. **Vendor Personnel**

For RFPs including professional services specifications, the Vendor will be required to provide and/or certify the following for each individual included in the Vendor's proposal:

- 13.1 A direct telephone number at which the individual may be contacted for a telephone interview. The State will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.

- 13.2 That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.
- 13.3 That the individual is proficient in spoken and written English;
- 13.4 That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all INS regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.
- 13.5 That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the State. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

14. Vendor Imposed Constraints

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the State's business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor's software; and/or providing web-hosting, hardware, networking or other processing services on the State's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the State. The State recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The State must understand these issues in order to decide to what degree they may impact the State's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the State with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the State.

15. Best and Final Offer

The State reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the State, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the State. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for

attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.

16. Restriction on Advertising

The Vendor must receive written approval from the State before advertising or referencing the award of the contract or the services being provided. The Vendor must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Mississippi.

17. Rights Reserved to Use Existing Product Contracts

The State reserves the right on turnkey projects to secure certain products from other existing **ITS** contracts if it is in its best interest to do so. If this option is exercised, then the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

18. Additional Information to be Included

In addition to answering each specification within this RFP, the Vendor must include complete product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered with the proposal. Information submitted must be sufficiently detailed to substantiate that the products/services offered meet or exceed specifications.

19. Valid Contract Required to Begin Work

The successful Vendor should not commence any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract.

SECTION IV LEGAL AND CONTRACTUAL INFORMATION

The objective of the *Legal and Contractual Information* section is to provide Vendors with information required to complete a contract or agreement with **ITS** successfully.

1. **Acknowledgment Precludes Later Exception**

By signing the *Submission Cover Sheet*, the Vendor is contractually obligated to comply with all items in this RFP, including the *Standard Contract* in Exhibit A if included herein, except those specifically listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. Vendors who respond to this RFP by signing the *Submission Cover Sheet* may not later take exception to any item in the RFP during contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

2. **Failure to Respond as Prescribed**

Failure to respond as described in Section II: *Proposal Submission Requirements* to any item in the sections and exhibits of this RFP, including the *Standard Contract* attached as Exhibit A, if applicable, shall contractually obligate the Vendor to comply with that item.

3. **Contract Documents**

ITS will be responsible for all document creation and editorial control over all contractual documentation related to each procurement project. The following documents will normally be included in all contracts between **ITS** and the Vendor:

- 3.1 The Proposal Exception Summary Form as accepted by **ITS**;
- 3.2 Contracts which have been signed by the Vendor and **ITS**;
- 3.3 **ITS'** Request for Proposal, including all addenda;
- 3.4 Official written correspondence from **ITS** to the Vendor;
- 3.5 Official written correspondence from the Vendor to **ITS** when clarifying the Vendor's proposal; and
- 3.6 The Vendor's proposal response to the **ITS** RFP.

4. **Order of Precedence**

When a conflict arises regarding contract intent due to conflicting statements in documents included in the contract, the order of precedence of each document is as listed above unless modification of order is negotiated and agreed upon by both **ITS** and the winning Vendor.

5. **Additional Contract Provisions**

The contract will also include such additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the State.

6. **Contracting Agent by Law**

The Executive Director of **ITS** is, by law, the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of computer and telecommunications equipment, systems, software, and services (Section 25-53-1, et seq., of the Mississippi Code Annotated). **ITS** is issuing this RFP on behalf of the procuring agency or institution. **ITS** and the procuring agency or institution are sometimes collectively referred to within this RFP as "State."

7. **Mandatory Legal Provisions**

- 7.1 The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.
- 7.2 Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.
- 7.3 The Vendor shall have no limitation on liability for claims related to the following items:
 - 7.3.1 Infringement issues;
 - 7.3.2 Bodily injury;
 - 7.3.3 Death;
 - 7.3.4 Physical damage to tangible personal and/or real property; and/or
 - 7.3.5 The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.
- 7.4 All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.
- 7.5 Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.
- 7.6 Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.

- 7.7 The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.
- 7.8 The State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated. Seller understands and agrees that Purchaser is exempt from the payment of taxes.
- 7.9 The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.
8. **Approved Contract**
- 8.1 Award of Contract - A contract is considered to be awarded to a proposer once the proposer's offering has been approved as lowest and best proposal through:
- 8.1.1 Written notification made to proposers on **ITS** letterhead, or
- 8.1.2 Notification posted to the **ITS** website for the project, or
- 8.1.3 CP-1 authorization executed for the project, or
- 8.1.4 The **ITS** Board's approval of same during an open session of the Board.
- 8.2 **ITS** statute specifies whether **ITS** Director approval or **ITS** Board approval is applicable for a given project, depending on the total lifecycle cost of the contract.
- 8.3 A contract is not deemed final until five (5) working days after either the award of contract or post procurement review, as stipulated in the **ITS** Protest Procedure and Policy. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement in accordance with the **ITS** Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved.
9. **Contract Validity**
All contracts are valid only if signed by the Executive Director of **ITS**.
10. **Order of Contract Execution**
Vendors will be required to sign contracts and to initial all contract changes before the Executive Director of **ITS** signs.

11. Availability of Funds

All contracts are subject to availability of funds of the acquiring State entity and are contingent upon receipt by the winning Vendor of a purchase order from the acquiring State entity.

12. CP-1 Requirement

All purchase orders issued for goods and services acquired from the awarded Vendor under this RFP must be encoded by the Customer agency with a CP-1 approval number assigned by **ITS**. This requirement does not apply to acquisitions that by policy have been delegated to State entities.

13. Requirement for Electronic Payment and Invoicing

13.1 Payments to the awarded Vendor for all goods and services acquired under this RFP by state agencies that make payments through the Statewide Automated Accounting System ("SAAS") will be made electronically, via deposit to the bank account of the Vendor's choice. The awarded Vendor must enroll and be activated in PayMode™, the State's current vehicle for sending and receiving electronic payments, prior to receiving any payments from state agencies. There is no charge for a Vendor to enroll or receive payments via PayMode. For additional information on PayMode, including registration instructions, Vendors should visit the following website: <http://portal.paymode.com/ms/>. Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting mash@dfa.state.ms.us.

13.2 For state agencies that make payments through SAAS, the awarded Vendor is required to submit electronically all invoices for goods and services acquired under this RFP, along with appropriate supporting documentation, as directed by the State. Should the requirement for electronic invoicing be implemented during the term of the project contract, the State will work with the Vendor to determine a reasonable timeframe for initiating electronic invoicing.

13.3 Items 13.1 and 13.2 only apply to state agencies that make payments through SAAS. Payments and invoices for all other entities will conform to their standard methods of payment to contractors.

14. Time For Negotiations

14.1 All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor's initial receipt of the project contract from **ITS**, unless **ITS** consents to extend the period. Failure to complete negotiations within the stated time period constitutes grounds for rejection of the Vendor's response to this RFP. **ITS** may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.

- 14.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the State may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor's proposal shall be submitted three (3) working days prior to scheduled negotiations, unless **ITS** consents to a different period.
15. **Prime Contractor**
The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State.
16. **Sole Point of Contact**
ITS will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- 16.1 The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the State is only required to negotiate with the Vendor.
- 16.2 Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for these terms or conditions.
- 16.3 Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the State.

17. **ITS Approval of Subcontractor Required**

Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. **ITS** reserves the right of refusal and the right to request replacement of a subcontractor due to unacceptable work or conduct. This provision should not be interpreted as requiring the approval of individual contracts of employment between the Vendor and personnel assigned for services under the contract.

18. **Inclusion of Subcontract Agreements**

Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal.

19. **Negotiations with Subcontractor**

In order to protect the State's interest, **ITS** reserves the right to attempt to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.

20. **References to Vendor to Include Subcontractor**

All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.

21. **Outstanding Vendor Obligations**

21.1 Any Vendor who presently owes the State of Mississippi money pursuant to any contract for which **ITS** is the contracting agent and who has received written notification from **ITS** regarding the monies owed, must submit, with the proposal, a certified check in the amount due and owing in order for the proposal in response to this RFP to be considered. For a Vendor currently in bankruptcy as of the RFP submission date, this requirement is met, if and only if, **ITS** has an active petition before the appropriate bankruptcy court for recovery of the full dollar amount presently owed to the State of Mississippi by that Vendor. If the Vendor has emerged from bankruptcy by the RFP submission date, the Vendor must pay in full any amount due and owing to the State, as directed in the court-approved reorganization plan, prior to any proposal being considered.

21.2 Any Vendor who is presently in default on existing contracts for which **ITS** is the contracting agent, or who otherwise is delinquent in the performance of any such contracted obligations, is in the sole judgment of the State required to make arrangement for fulfilling outstanding obligations to the satisfaction of the State in order for the proposal to be considered.

21.3 The State, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.

22. Equipment Condition

For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to **ITS** specifications, unless an explicit requirement for used equipment is otherwise specified.

23. Delivery Intervals

The Vendor's proposal must specify, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, delivery and installation intervals after receipt of order.

24. Pricing Guarantee

The Vendor must explicitly state, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to the contrary in the *Technical Specifications*, pricing must be guaranteed for a minimum of ninety (90) days.

25. Shipping Charges

For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.

26. Amortization Schedule

For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.

27. Americans with Disabilities Act Compliance for Web Development and Portal Related Services

All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.

28. Ownership of Developed Software

28.1 When specifications require the Vendor to develop software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.

28.2 The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.

29. Ownership of Custom Tailored Software

In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the State, the Vendor must offer the State an application license

entitling the State to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.

30. **Terms of Software License**

The Vendor acknowledges and agrees that the term of all software licenses provided to the State shall be perpetual unless stated otherwise in the Vendor's proposal.

31. **The State is Licensee of Record**

The Vendor must not bypass the software contracting phase of a project by licensing project software intended for State use in its company name. Upon award of a project, the Vendor must ensure that the State is properly licensed for all software that is proposed for use in a project.

32. **Compliance with Enterprise Security Policy**

Any solution proposed in response to this RFP must be in compliance with the State of Mississippi's Enterprise Security Policy. The Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines and covers the following topics: web servers, email, virus prevention, firewalls, data encryption, remote access, passwords, servers, physical access, traffic restrictions, wireless, laptop and mobile devices, disposal of hardware/media, and application assessment/certification. Given that information security is an evolving technology practice, the State reserves the right to introduce new policy during the term of the contract resulting from this RFP and require the Vendor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

The Enterprise Security Policy is available to third parties on a need-to-know basis. The Vendor may request individual sections of the Enterprise Security Policy or request the entire document. Vendor must provide contact information (name, email address, phone number) to the State's contact person identified in Section II, Item 14.1 who will coordinate the secure delivery of the requested information.

33. **Negotiating with Next-Ranked Vendor**

Should the State cease doing business with any Vendor selected via this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Vendor.

34. **Disclosure of Proposal Information**

Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the **ITS** Public Records Procedures established in accordance with the Mississippi Public Records Act. The **ITS** Public Records Procedures are available in Section 019-010 of the **ITS** Procurement Handbook, on the **ITS** Internet site at:

<http://dsitspe01.its.ms.gov/its/procman.nsf/f4ad43bd44ad9d8c86256daa0063e1f0/bb780b5a8360c3138625765d004e4aff?OpenDocument> or from **ITS** upon request.

As outlined in the Third Party Information section of the **ITS** Public Records Procedures, **ITS** will give written notice to any affected Vendor of a request to view or reproduce the Vendor's proposal or portion thereof. **ITS** will not, however, give such notice with respect to summary information prepared in connection with the State's review or evaluation of a Vendor's proposal, including, but not limited to, written presentations to the **ITS** Board or other approving bodies, and/or similar written documentation prepared for the project file. In addition, **ITS** will not provide third-party notice for requests for any contract executed as a result of this RFP, with the exception of information contained in contract exhibits identified and labeled as confidential during the contract negotiation process. **ITS** will provide third-party notice of requests for any such confidential exhibits to allow Vendor the opportunity to protect the information by court order as outlined in the **ITS** Public Records Procedures.

Summary information and contract terms, as defined above, become the property of **ITS**, who has the right to reproduce or distribute this information without notification.

Vendors should further be aware that requests for disclosure of proposal and contract information are sometimes received by **ITS** significantly after the proposal opening date. **ITS** will notify the signatory "Officer in Bind of Company" provided in Section I of this RFP for Notification of Public Records Requests in the event information is requested that your company might wish to consider protecting as a trade secret or as confidential commercial or financial information. If the "Officer in Bind of Company" should not be used for notification of public records requests, Vendor should provide the alternative contact information in response to this RFP item.

35. **Risk Factors to be Assessed**

The State will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The State, at its sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

36. **Proposal Bond**

The Vendor must include a proposal bond in the amount of \$7,500.00 with its RFP proposal. Vendor is specifically disallowed from taking exception to the proposal bond requirement. Proposals without proposal bonds will be rejected.

The security must be in the form of a bond, irrevocable letter of credit, certified check, or cashier's check (hereinafter, "security") payable to the **Mississippi Department of Transportation**, to be held by their contracting agent, the Mississippi Department of Information Technology Services, and must be placed in the front of the Vendor's proposal. The submission of an acceptable security is a condition precedent to a valid proposal, and the amount of the security is not negotiable or contestable. Any proposal received without the security will be rejected and returned to the Vendor without further consideration.

The security binds the Vendor to the commitments made in writing in the Vendor's proposal. The security will be forfeited in the event the awarded Vendor, at any time during the contract negotiation process, refuses to honor commitments made in its proposal, reneges on pricing, takes exception to any term or condition that was not addressed in the Vendor's written proposal, or fails to execute a contract as anticipated in the RFP and the Vendor's proposal, including documented exceptions, within fifteen (15) working days after the Vendor's initial receipt of the project contract from **ITS**, unless an extension is agreed to by **ITS**.

As stated in the RFP, the Vendor may take exception to any point without incurring any liability to provide items to which an exception has been taken. Likewise, the State has no obligation to accept any proposed exception. Should the State decide, at its sole discretion and at any point in the process, that an exception is NOT acceptable, **ITS** will reject the Vendor's proposal and return the Vendor's security.

The Vendor's security will be returned promptly after **ITS** and the successful Vendor have executed a contract or within ninety (90) days after opening the proposals if no letter of intent to award a contract has been sent. In the event that the successful Vendor fails to accept and sign the mutually negotiated contract, that Vendor shall be disqualified and **ITS** shall initiate negotiations with the next ranked Vendor until a contract is successfully negotiated, or **ITS** elects to cancel the procurement. The securities of all remaining Vendors will be returned when a contract has been successfully negotiated and executed, or when the procurement is canceled.

37. **Performance Bond/Irrevocable Bank Letter of Credit**

The Vendor must include the price of a performance bond or irrevocable bank letter of credit with its RFP proposal. The cost of the bond or letter of credit must be shown as a separate line item in the *Cost Information Submission*. The performance bond or letter of credit must be procured at the Vendor's expense prior to the execution of the contract and may be invoiced to **Mississippi Department of Transportation** after contract initiation only if itemized in the *Cost Information Submission* and in the executed contract. **The final decision as to the requirement for a Performance Bond or Irrevocable Bank Letter of Credit will be made upon contract award and is at the State's sole discretion.**

If a Performance Bond /Irrevocable Bank Letter of Credit is required, the Vendor must procure and submit to **ITS**, on behalf of **Mississippi Department of Transportation**, with the executed contract, (a) a performance bond from a reliable surety company authorized to do business in the State of Mississippi or (b) an irrevocable bank letter of credit that is acceptable to the State. The Performance Bond or the Irrevocable Letter of Credit shall be for the total amount of the contract or an amount mutually agreed upon by the State and the successful Vendor and shall be payable to **Mississippi Department of Transportation**, to be held by their contracting agent, the Mississippi Department of Information Technology Services. No contract resulting from this RFP will be valid until the required Performance Bond or Irrevocable Bank Letter of Credit has been received and found to be in proper form and amount. The Vendor agrees that the State has the right to request payment for a partial amount or the full amount of the Irrevocable Letter of Credit/Performance bond should the products/services being procured hereunder not be provided in a manner consistent with this RFP and the Vendor's proposal by the delivery dates agreed upon by the parties. The State may demand payment by contacting the bank issuing the letter of credit or the bonding company issuing the performance bond and making a written request for full or partial payment. The issuing bank/bonding company is required to honor any demand for payment from the State within fifteen (15) days of notification. The letter of credit/performance bond shall cover the entire contract period, with the exception of post-warranty maintenance and support, and shall not be released until final acceptance of all products and deliverables required herein or until the warranty period, if any, has expired, whichever occurs last. If applicable, and at the State's sole discretion, the State may, at any time during the warranty period, review Vendor's performance and performance of the products/services delivered and determine that the letter of credit/performance bond may be reduced or released prior to expiration of the full warranty period.

38. **Responsibility for Behavior of Vendor Employees/Subcontractors**

The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises of any State agency or institution. Any Vendor employee or subcontractor acting in a manner determined by the administration of any State agency or institution to be detrimental, abusive, or offensive to any of the staff or student body of any State agency or institution will be asked to leave the premises and can be suspended from further work on the premises.

39. **Protests**

The Executive Director of **ITS** and/or the Board Members of **ITS** or their designees shall have the authority to resolve Vendor protests in connection with the selection for award of a contract. Copies of the protest procedures are available on the **ITS** Internet site - **ITS** Protest Procedure and Policy, Section 019-020, **ITS** Procurement Handbook at:

<http://dsitspe01.its.ms.gov/its/procman.nsf/f4ad43bd44ad9d8c86256daa0063e1f0/f227957c9c49a38a8625767900790c4e?OpenDocument> or from **ITS** upon request.

40. **Protest Bond**

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the **ITS** Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the **ITS** Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify RFP number **3755**.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the **ITS** Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or **\$250,000.00**, whichever is less. The total estimated project lifecycle cost will be the amount used by **ITS** in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond, **ITS** reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

Should the written protest submitted by the Vendor fail to comply with the content requirements of **ITS'** protest procedure and policy, fail to be submitted within the

prescribed time limits, or fail to have the appropriate protest bond accompany it, the protest will be summarily dismissed by the **ITS** Executive Director.

41. **Mississippi Employment Protection Act**

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

SECTION V PROPOSAL EXCEPTIONS

Please return the *Proposal Exception Summary Form* at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state "No Exceptions Taken." If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions to any item in this RFP document.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with "shall" or "must," as long as the following are true:
 - 1.1 The specification is not a matter of State law;
 - 1.2 The proposal still meets the intent of the RFP;
 - 1.3 A *Proposal Exception Summary Form* is included with Vendor's proposal; and
 - 1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the *Proposal Exception Summary Form*.
2. The Vendor has no liability to provide items to which an exception has been taken. **ITS** has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and **ITS** will discuss each exception and take one of the following actions:
 - 2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
 - 2.2 **ITS** will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
 - 2.3 **ITS** and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
 - 2.4 None of the above actions is possible, and **ITS** either disqualifies the Vendor's proposal or withdraws the award and proceeds to the next ranked Vendor.
3. Should **ITS** and the Vendor reach a successful agreement, **ITS** will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Vendor's exceptions. The *Proposal Exception Summary*, with those exceptions approved by **ITS**, will become a part of any contract on acquisitions made under this RFP.
4. An exception will be accepted or rejected at the sole discretion of the State.
5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the

standard terms and conditions of the State's RFP, including the *Standard Contract* in Exhibit A, if included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

6. For Vendors who have successfully negotiated a contract with **ITS** in the past, **ITS** requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to **ITS** or participated in contract negotiations with **ITS** on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

PROPOSAL EXCEPTION SUMMARY FORM

List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.

ITS RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	ITS Acceptance (sign here only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	
1.			
2.			
3.			
4.			
5.			
6.			
7.			

SECTION VI RFP QUESTIONNAIRE

Please answer each question or provide the information as requested in this section.

1. **Statewide Automated Accounting System (SAAS) Information for State of Mississippi Vendor File**

- 1.1 **SAAS Vendor Code:** Any Vendor who has not previously done business with the State and has not been assigned a SAAS Vendor code should furnish a signed copy of an IRS W-9 form with the proposal. A copy of the W-9 Form can be obtained at the following link on the **ITS** website:

<http://www.its.ms.gov/Procurement/Pages/Vendor.aspx>

Vendors who have previously done business with the State should furnish **ITS** with their SAAS Vendor code.

SAAS Vendor Code: _____ OR Signed W-9 Form Attached: _____

- 1.2 **Vendor Self-Certification Form:** The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Vendor review the State of Mississippi Minority Vendor Self Certification Form. This information is for tracking/reporting purposes only, and will not be used in determining which Vendor will be chosen for the project. Any Vendor who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions on this form and who has not previously submitted a form to the State of Mississippi should submit the completed form with the proposal. A copy of the Minority Vendor Self-Certification Form can be _____ obtained _____ at: http://www.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.pdf. Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at minority@mississippi.org.

Minority Vendor Self-Certification Form Included: _____
Minority Vendor Self-Certification Form Previously Submitted: _____
Not claiming Minority/Women Business Enterprise Status: _____

2. **Certification of Authority to Sell**

The Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified. Does the Vendor make these certifications? (A yes or no answer is required.)

Remit Address (if different):

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7. **Web Amendments**

As stated in Section III, **ITS** will use the **ITS** website to post amendments regarding RFPs before the proposal opening at:

http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx

ITS may post clarifications until noon seven days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

Vendors may list any questions or items needing clarification discovered in the week prior to the proposal opening in a written format at the beginning of the proposal binder or in the comment section for the individual offering.

Does the Vendor certify that they have reviewed a copy of the **ITS** amendments for RFPs as above stated? (A yes or no answer is required.)

SECTION VII TECHNICAL SPECIFICATIONS

1. How to Respond to this Section

- 1.1 Beginning with Item 2.1 of this section, label and respond to each outline point in this section as it is labeled in the RFP.
- 1.2 The Vendor must respond with “ACKNOWLEDGED,” “WILL COMPLY” or “AGREED” to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State’s sole discretion, being subject to disqualification.
- 1.3 “ACKNOWLEDGED” should be used when no vendor response or vendor compliance is required. “ACKNOWLEDGED” simply means the vendor is confirming to the State that he read the statement. This is commonly used in the RFP sections where the agency’s current operating environment is described or where general information is being given about the project.
- 1.4 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the vendor will adhere to the requirement. These terms are used to respond to statements that specify that a vendor or vendor’s proposed solution must comply with a specific item or must perform a certain task.
- 1.5 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See Section V, for additional instructions regarding Vendor exceptions.)
- 1.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 1.7 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

2. Mandatory Provisions in Technical Requirements for this RFP

- 2.1 Certain items in the technical specifications of this RFP are MANDATORY. Vendors are specifically disallowed from taking exception to these mandatory requirements, and proposals that do not meet all mandatory requirements are subject to immediate disqualification.
- 2.2 Mandatory requirements are those requirements classified as MANDATORY in in Section VII, *Technical Specifications*. Meeting a mandatory requirement means the Vendor has provided a detailed response that demonstrates that the Vendor meets the qualifications and experience requested.

- 2.3 On-site attendance at the Vendor Conference on Monday, August 4, 2014 at 1:00 p.m. Central Time at the MDOT offices located at 401 North West Street, Jackson, Mississippi 39201 in the 6th floor conference room is mandatory for any Vendor who intends to submit an RFP response. No exceptions will be granted to this requirement. Any proposal received from a Vendor who did not have an authorized representative at the Vendor Conference will be rejected.

3. General Overview and Background

- 3.1 The Mississippi Department of Transportation provides a transportation system and services that emphasize safety, quality, cost effectiveness and economic vitality for the state of Mississippi.
- 3.2 The Mississippi Department of Transportation (MDOT) Safety Analysis Management System (SAMS) performs complex geospatial and statistical analyses on roadway and crash data to identify and mitigate potential safety problems. It does so in a user-friendly, web-based system. While implementing SAMS was more difficult than originally planned, SAMS Version 1 is meeting its original goals.
- 3.3 Fortunately and unfortunately, technology changes quickly. Although the approach and technology initially used to design and build SAMS were leading edge at the time, many components are nearing their end of life and better solutions are now available. Continued use of SAMS in its current configuration exposes MDOT to the myriad risks of a production system based on unsupported software. SAMS needs to be re-architected so that it can take advantage of new technology, adapt more easily to future technology changes, and improve its performance on operations that are becoming more complex.
- 3.4 In addition, MDOT has completed its Multi-level Linear Referencing System (MLRS), improved its roadway inventory data collection and maintenance processes, and improved the overall quality of its roadway data. Because the MLRS was planned and developed during approximately the same time as SAMS, SAMS was designed to use a static version of the roadway network and to replace it with a live connection to the MLRS when it became ready. Due to delays in both projects, the roadway network in SAMS is severely outdated. SAMS needs to be updated to link to the MLRS (and to other MDOT data that is referenced to the MLRS) rather than maintaining its own copy.
- 3.5 The state of the science of traffic safety analysis has also changed. New algorithms and approaches are now available that will improve the way SAMS identifies potential problems and suggests mitigations. This and other functionality enhancements are needed.
- 3.6 When SAMS was originally designed and built, MDOT Traffic Engineering Division (TED) had little capability to add staff, but had budget for developing software. Therefore, even though the project team discussed implementing a

team of crash data cleansers, the human solution was infeasible at the time, and SAMS implemented complex staging procedures that attempt to clean and process the crash data before loading it into the system. Since then, TED has been able to add a team of crash data cleansers and to develop a Crash Editing Tool (CET). This approach has been found to be much more reliable. SAMS and CET both need to be updated to eliminate the staging procedures and to better integrate with each other.

- 3.7 The SAMS Version 2 (SAMSv2) project will select a consultant team to update and/or replace SAMS Version 1 (SAMSv1) and CET Version 1 (CETv1) with SAMS Version 2 (SAMSv2) and CET Version 2 (CETv2).
- 3.8 The project is divided into two Phases. The first phase is to (1) analyze and assess the current system architecture, design, code, data models, data sources, data quality and usability, and workflows; (2) prepare a detailed system requirements document; (3) prepare a conceptual design document; and (4) prepare a Phase 2 project plan and cost estimate.
- 3.9 A decision will be made at MDOT's sole discretion about implementing Phase 2 based on the results of Phase 1 and projected costs of completing Phase 2. Costs for implementing Phase 2 will be calculated using the hourly rates bid for Phase 2 in this RFP.
- 3.10 Any Vendor(s) that employs immediate family members of MDOT staff closely associated with this project are precluded from responding to RFP No. 3755.
- 3.11 In addition, a contract employee, that also does work for NHRG, assisted MDOT in the development of requirements for this RFP; therefore, NHRG is precluded from responding to RFP No. 3755.
- 3.12 MDOT has provided the following documents as Attachments to assist the Vendor in preparing a response to RFP No. 3755. Vendors shall read all documents and acknowledge having read each one. All documents are provided as separate attachments and are posted at <http://www.its.ms.gov/procurement/pages/3755.aspx> along with RFP No. 3755.
- Attachment A – SAMS_Prelim_Data_Review_v1_0.doc
 - Attachment B – SAMS_Overview_v1_0 (2).pdf
 - Attachment C – SAMS_Data_Staging_Admin_Guide_v1_0.pdf
 - Attachment D – SAMS_Database_Admin_Guide_v1_0 (2).pdf
 - Attachment E – SAMS_Development_Environment_Configuration_v1_0 (2).pdf
 - Attachment F – MDOT_Crash_Edit_Design_Document_v1_0.pdf

- Attachment G – Cost Spreadsheet

4. Procurement Project Schedule

Task	Date
First Advertisement Date for RFP	07/22/14
Second Advertisement Date for RFP	07/29/14
Mandatory Onsite Vendor Conference	1:00 p.m. Central Time on 08/04/14
Deadline for Vendor's Written Questions	3:00 p.m. Central Time on 08/8/14
Deadline for Questions Answered and Posted to ITS Web Site	08/22/14
Open Proposals	09/04/14
Evaluation of Proposals	9/04/14 – 10/03/14
ITS Board Presentation	10/16/14
Contract Negotiation	09/30/14 – 10/10/14
Project Go-Live Deadline	06/30/16

5. Statement of Understanding

- 5.1 Vendors may request additional information or clarifications to this RFP using the following procedure:
 - 5.1.1 Vendors must clearly identify the specified paragraph(s) in the RFP that is in question.
 - 5.1.2 Vendor must deliver a written document to Donna Hamilton at ITS by Friday, August 8, 2014 at 3:00 p.m. Central Time. This document may be delivered by hand, mail, email, or fax. Address information is given on page one of this RFP. The fax number is (601) 713-6380. **ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF QUESTION DOCUMENTS.** It is solely the responsibility of the vendor that the clarification document reaches **ITS** on time. Vendors may contact Donna Hamilton to verify the receipt of their document. Documents received after the deadline will be rejected.
- 5.2 All questions will be compiled and answered, and a written document containing all questions submitted and corresponding answers will be posted on the **ITS** web site by close of business on Friday, August 22, 2014.

6. Vendor Experience

- 6.1 The Vendor must provide a corporate description with sufficient information to substantiate proven expertise in the products and services being requested in this RFP.
- 6.2 The Vendor must disclose any company restructurings, mergers, and acquisitions over the past five (5) years.
- 6.3 The Vendor must specify the location of the organization's principal office and the number of executive and professional personnel employed at this office.
- 6.4 The Vendor must state the number of years the Vendor has been providing the products and services being proposed.
- 6.5 The Vendor must specify the organization's size in terms of the number of full-time employees, the number of contract personnel used at any one time, the number of offices and their locations, and structure (for example, state, national, or international organization).
- 6.6 The Vendor must provide the name and the state of incorporation, if incorporated.
- 6.7 **MANDATORY** - The Vendor must provide at least three (3) reference projects as described in Section IX. Vendor must briefly summarize the reference projects here and provide full detail in Section IX.
- 6.8 **MANDATORY** - The Vendor must identify any proposed subcontractors, describe the proposed roles and responsibilities of each, and provide at least three (3) references for each, as described in Section IX. Vendor must briefly summarize the subcontractors (if any) and their reference projects here and provide full detail in Section IX.
- 6.9 The Vendor must describe the products and services being proposed and the stage of development of those products and services. The Vendor must indicate similar information for any subcontractors.
- 6.10 The Vendor must provide a copy of their company's most recent annual report, including consolidated balance sheets and related statements of income, stockholders' or partners' equity and changes in financial position, for each of the five (5) fiscal years preceding the end of the most recent fiscal year. The financial information listed above should be compiled, reviewed, and/or audited by a Certified Public Accountant.
- 6.11 Vendor must describe their standard project management methodology, the proposed project management approach for this project, and any tailoring of their standard methodology anticipated for this project.
- 6.12 Vendor must describe their standard system development and implementation methodology; the proposed approach for design,

development, and implementation for this project; and any tailoring of their standard methodology anticipated for this project.

7. Personnel Experience

- 7.1 Vendor must provide an organizational chart identifying all personnel proposed for Phase 1 of this project and the proposed Key Personnel for Phase 2. "Key Personnel" means, at a minimum, the Project Manager, System Architect, and Functional Lead.
- 7.2 **MANDATORY** - Vendor must provide a resume for all personnel proposed for Phase 1 of this project and the proposed Key Personnel for Phase 2. Resumes must reflect qualifications and recent experience relevant to the scope of the work indicated in this RFP. Resumes must include at least three (3) references that can be directly contacted to verify the individual's qualifications and experience. Resumes must include the office location of each person.
- 7.3 Vendor must ensure that each staff member assigned to this project has the ability to communicate clearly in the English language both verbally and in written form.
- 7.4 **MANDATORY** - All proposed Key Personnel for Phase 1 and Phase 2 must have performed significant roles in at least one (1) project in the last two (2) years that:
- was performed for a public transportation agency;
 - included a GIS/LRS component; and
 - had a contract value of > \$1M USD.

PHASE I Deliverables

Vendors are instructed to provide a detailed response for Items VII.8 – VII.12. As such, Vendors whose responses, in the sole opinion of the State, do not provide adequate detail may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposal.

8. Detailed System Review

- 8.1 Vendor must read the provided documentation and describe their proposed approach to completing a thorough analysis of the existing system and making recommendations for improvement. The proposed approach should include processes and tools to be applied, inputs/ information required, Vendor and State personnel to be involved, outputs/ artifacts to be created, and estimated timeline.

9. Detailed Data Review

- 9.1 Vendor must read the provided documentation and describe their proposed approach to completing a thorough analysis of the existing data, identifying and assessing other potential data sources, evaluating costs/ impacts and benefits associated with incorporating new data, evaluating quality and suitability of current and new data sources, and making recommendations for improvement on the current system. The proposed approach should include processes and tools to be applied, inputs/ information required, Vendor and State personnel to be involved, outputs/ artifacts to be created, and estimated timeline.

10. Detailed System Requirements

- 10.1 Vendor must read the provided documentation (Attachments A - F) and describe their proposed approach to collecting, analyzing, and documenting the SAMSV2 system requirements listed below in Items VII.13 – VII.25. The proposed approach should include processes and tools to be applied, inputs/ information required, Vendor and State personnel to be involved, outputs/ artifacts to be created, and estimated timeline.

11. System Conceptual Design

- 11.1 Vendor must read the provided documentation and describe their proposed approach to completing a conceptual design for SAMSV2, based on the findings of the Detailed System Review, Detailed Data Review, and Detailed Requirements. The proposed approach should include processes and tools to be applied, inputs/ information required, Vendor and State personnel to be involved, outputs/ artifacts to be created, and estimated timeline.

12. Phase 2 Project Plan

- 12.1 Vendor must read the provided documentation and describe their proposed approach to completing a plan and cost estimate to complete SAMSV2 detailed design, development, testing, implementation, training, and documentation. The proposed approach should include processes and tools to be applied, inputs/ information required, Vendor and State personnel to be involved, outputs/ artifacts to be created, and estimated timeline.

PHASE II

Items VII.13 through VII.23 describe desired functionality for the new SAMS/CET solution. Vendors are instructed to provide a detailed response for Items VII.13 – VII.23. Responses of “Acknowledged”, “Will Comply”, or “AGREED” will not be an adequate response. As such, Vendors whose responses, in the sole opinion of the State, do not provide adequate detail may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposal.

13. System Architecture

- 13.1 Except where otherwise specified in this list, SAMSV2 will maintain all of the capabilities of SAMSV1. The Vendor must describe the proposed approach to

understanding and maintaining the current capabilities, while improving and expanding the capabilities as specified in the other requirements listed here.

- 13.2 If built as a web-based application, SAMSV2 will be modified to be as browser agnostic as is feasible. The Vendor must describe the proposed approach to identifying, evaluating, and selecting alternatives to improving the query performance. The Vendor may propose a specific solution or multiple solution options. If built as web-based application, the proposed solution should incorporate HTML 5 standards, if feasible. If not feasible, the Vendor must explain why HTML 5 standards cannot be incorporated.
- 13.3 SAMSV2 and CETv2 will be updated to support Dual Centerline representations of roads. Vendor must describe the proposed approach to investigating, planning, designing, and implementing this change to the underlying roadway data. This is expected to be a major effort. MDOT's preference is to link to the data rather than import it, if feasible. If not feasible, the Vendor must explain why linking the data is not possible. It is expected that all crashes on dual centerline roads will have to be re-located to complete implementation of this requirement.
- 13.4 SAMSV2 and CETv2 will be updated to use MDOT's new Multi-level Linear Referencing System (MLRS). Vendor must describe the proposed approach to investigating, planning, designing, and implementing this change to the underlying roadway data. This is expected to be a major effort. MDOT's preference is to link to the data rather than import it, if feasible. If not feasible, the Vendor must explain why linking the data is not possible. It is expected that all crashes will have to be re-located to complete implementation of this requirement.
- 13.5 SAMSV2 and/or CETv2 will be modified to separate data input and editing operations from query /analysis/ reporting operations. Vendor must describe the proposed approach to preventing analyses from slowing down the CET data handling and preventing uncleansed data from entering the SAMS database.
- 13.6 SAMSV2 will remove or redesign the current staging operations. Much of the staging process will no longer be needed, but some portions may need to be retained to support other functions. Vendor must describe the proposed approach to ensuring that all crash records will first come into CETv2 for review and cleansing and will then be loaded automatically into SAMSV2.
- 13.7 SAMSV2 will include a crash re-processing engine to be used when system wide changes are needed. The Vendor must describe the proposed approach to implementing this requirement.
- 13.8 SAMSV2 will improve the hardware configuration compared to SAMSV1. The Vendor must describe the proposed approach to identifying, evaluating, and selecting alternatives to improving the hardware configuration. The Vendor may propose a specific solution or multiple solution options. The proposed

solution should use hardware/software already purchased and supported by MDOT to the greatest extent feasible.

- 13.9 SAMSv2 will be modified to improve the Intersection Diagram functionality. Vendors may be able to use/adapt the diagram that is currently in CET. The Vendor must describe the proposed approach to implementing this requirement.
- 13.10 SAMSv2 may be implemented as web-based or desktop software. The Vendor must describe the proposed approach and architecture for SAMSv2. Vendor should detail the pros and cons of the proposed solution in terms of functionality and support.
- 13.11 If implemented as a web-based application, SAMSv2 will be modified to avoid the use of plugins to the greatest extent feasible. The Vendor must describe the proposed approach to implementing this requirement. Vendor will be responsible for updates if used.

14. **Data**

- 14.1 SAMSv2 and CETv2 data models will be modified to standardize naming conventions, increase efficiency, improve performance, and reduce redundancy. The Vendor must describe the proposed approach to analyzing and re-designing the current data models.
- 14.2 The Vendor must describe the proposed approach to implementing changes to crash type table descriptions and updating these changes throughout the database. For example:
 - Crash Type 21 is currently Angle and needs to be changed to RT Angle Crash.
 - Crash Type 20 is currently Sideswipe and needs to be changed to Same Direction Sideswipe.
 - Add Crash Type 26, which will be Opposite Direction Sideswipe. This crash type is a calculated value, so all crashes would have to be re-processed.
- 14.2.1 This is a big change with multiple downstream impacts. The Vendor must describe the proposed approach to implementing this requirement. Other changes of this nature are anticipated.
- 14.3 The MDOT MLRS will be modified and updated daily. SAMSv2 and CETv2 must be able to incorporate MLRS changes using an automated update process. The Vendor must describe the proposed approach to implementing this requirement.
- 14.4 SAMSv2 will include a data layer of Intersection points that are searchable by Intersection ID, Route ID, Route Name, Concurrent Route Names, and Route

Aliases. MDOT is in the process of creating an intersections data layer that can be automatically updated with roadway changes, but maintain the same intersection IDs over time. This will be part of the MLRS. The Vendor must describe the proposed approach to linking to and using that data in SAMSV2 and CETv2. The Vendor may provide recommendations on the content and structure of the intersections data to facilitate its creation, maintenance, and use.

- 14.5 SAMSV2 and CETv2 will automatically incorporate changes to other data sources, including but not limited to roadway characteristics, pavement, traffic signals, and political boundaries. The Vendor must describe the proposed approach to implementing this requirement.
- 14.6 SAMSV2 will include citation data from law enforcement agencies. The Vendor must describe the proposed approach to identifying and assessing citation data sources and the feasibility of including this data in SAMSV2.
- 14.7 SAMSV2 and CETv2 will automatically incorporate changes to the available aerial photography data. The Vendor must describe the proposed approach to implementing this requirement.
- 14.8 SAMSV2 will include the ability to input new Crash Reduction Factors (CRFs) manually. The Vendor must describe the proposed approach to implementing this requirement.
- 14.9 SAMSV2 will make queryable several fields that may or may not be currently in the system but are not queryable. The Vendor must describe the proposed approach to implementing this requirement.
- 14.10 SAMSV2 will make available for use in analyses several fields that may or may not be currently in the system but are not considered in current analysis functions. The Vendor must describe the proposed approach to implementing this requirement.
- 14.11 CETv2 will add several additional editable elements. The Vendor must describe the proposed approach to implementing this requirement.
- 14.12 SAMSV2 will add several additional data elements that are not currently in the system. The Vendor must describe the proposed approach to implementing this requirement.
- 14.13 SAMSV2 will modify the valid values for several existing data elements. The Vendor must describe the proposed approach to implementing this requirement.
- 14.14 SAMSV2 will include curve data. The Vendor must describe the proposed approach to identifying and assessing curve data sources and the feasibility of including this data in SAMSV2.

15. Performance

- 15.1 SAMSv2 will improve performance of the mapping module compared to SAMSv1. Suspected causes of poor mapping performance include large amounts of data being queried and displayed, inefficient query code, inadequate system hardware, and inadequate mapping module architecture. The Vendor must describe the proposed approach to identifying, evaluating, and selecting alternatives to improving mapping performance. The Vendor may propose a specific solution or multiple solution options. Vendor should present pros and cons of each potential mapping solution.
- 15.2 SAMSv2 will improve performance of the data grid compared to SAMSv1. The Vendor must describe the proposed approach to identifying, evaluating, and selecting alternatives to improving the data grid performance. The Vendor may propose a specific solution or multiple solution options.
- 15.3 SAMSv2 will improve query performance compared to SAMSv1. The Vendor must describe the proposed approach to identifying, evaluating, and selecting alternatives to improving the query performance. The Vendor may propose a specific solution or multiple solution options. Vendor and MDOT will mutually determine a performance standard for queries and analyses. If queries or analyses do not meet standard they will be rewritten or modified during implementation and testing of SAMSv2/CETv2. After implementation, SAMSv2/CETv2 should have a logging/capture function to identify inefficient queries and analyses and what user initiated them. Once identified, the inefficient portion can be evaluated and modified to meet the standard.

16. Functionality – Query

- 16.1 SAMSv2 queries will be modified to avoid the current limit on number of crashes allowable in some functions due to the Oracle restriction on query string length. The Vendor must describe the proposed approach to implementing this requirement.
- 16.2 View crash cost data for crashes independently of analysis workflows. This will provide the ability to calculate and display crash cost for any given result set or set of crashes selected from a map without going through an entire benefit-cost analysis. The Vendor must describe the proposed approach to implementing this requirement.
- 16.3 SAMSv2 will add a search capability to selecting an analysis result set from the list. The Vendor must describe the proposed approach to implementing this requirement.
- 16.4 SAMSv2 will improve the functionality of selecting the homogeneous locations analysis result set to be used for further analyses. The Vendor must describe the proposed approach to implementing this requirement.

- 16.5 SAMSv2 will allow saving default data grid column display preferences per user. The Vendor must describe the proposed approach to implementing this requirement.
- 16.6 SAMSv2 will be modified to display the name of the current query on the query page. The Vendor must describe the proposed approach to implementing this requirement.
- 16.7 SAMSv2 will allow the user to load multiple saved result sets into the current data grid and then save as a new result set. The Vendor must describe the proposed approach to implementing this requirement.
- 16.8 SAMSv2 will allow queries against curve data. The Vendor must describe the proposed approach to implementing this requirement.

17. Functionality – Data Grid

- 17.1 The SAMSv2 data grid will operate similarly to industry standard spreadsheet software such as Microsoft Excel. The goal is to provide the user with a more intuitive and familiar interface, which will lead to easier use and increased productivity. The Vendor must describe the proposed approach to implementing this requirement.
- 17.2 The SAMSv2 data grid will allow users to select a row from anywhere in the row (not just by selecting on the far left position). The Vendor must describe the proposed approach to identifying, evaluating, and selecting alternatives to improving the data grid functionality. The Vendor may propose a specific solution or multiple solution options.
- 17.3 SAMSv2 will remove a crash from the data grid display when it has been removed from the current result set via the map. Doing so should not result in re-generating the map or data grid. The Vendor should describe the proposed approach to implementing this requirement.
- 17.4 The SAMSv2 data grid will allow users to hide columns from within the data grid view. The Vendor must describe the proposed approach to identifying, evaluating, and selecting alternatives to improving the data grid functionality. The Vendor may propose a specific solution or multiple solution options.
- 17.5 The SAMSv2 data grid will improve the visual presentation of highlighted selected rows. The Vendor must describe the proposed approach to identifying, evaluating, and selecting alternatives to improving the data grid functionality. The Vendor may propose a specific solution or multiple solution options.
- 17.6 The Vendor must describe the proposed approach to identifying, evaluating, and selecting alternatives to improving the data grid functionality. The Vendor may propose a specific solution or multiple solution options. The Vendor must describe the proposed approach to identifying, evaluating, and selecting

alternatives to improving the data grid functionality. The Vendor may propose a specific solution or multiple solution options.

- 17.7 The SAMSv2 data grid will allow the use of Ctrl+A to select all rows in the currently displayed result set, regardless of whether results are paginated. The Vendor must describe the proposed approach to identifying, evaluating, and selecting alternatives to improving the data grid functionality. The Vendor may propose a specific solution or multiple solution options.
- 17.8 SAMSv2 will provide an option to display data grid results without pages (e.g. a single list of all results) and without a significant hit to application performance. The Vendor must describe the proposed approach to implementing this requirement.
- 17.9 The SAMSv2 data grid will allow the use of Ctrl+Shift to select rows across pages of the results display. The Vendor should describe the proposed approach to identifying, evaluating, and selecting alternatives to improving the data grid functionality. The Vendor may propose a specific solution or multiple solution options.

18. **Functionality – Reporting**

- 18.1 SAMSv2 will redesign or replace the current reporting functions. Either redesign and rebuild the custom reporting functions or replace the custom reporting functions with a COTS or Open Source solution. The goal is to provide increased reporting flexibility and performance, including several pre-defined reports, and allowing user-defined reports. The Vendor must describe the proposed approach to implementing this requirement.
- 18.2 CETv2 will leverage the SAMSv2 reporting functionalities to include CETv2 specific reports. The Vendor must describe the proposed approach to implementing this requirement.
- 18.3 SAMSv2 will include the Data Analysis Worksheet in the Data Set Report. Data analysis on a query will include but will not be limited to the elements on the Data Analysis Worksheet. The Vendor must describe the proposed approach to implementing this requirement.
- 18.4 SAMSv2 will be modified to allow a user to select a predetermined number of MUCR data fields to display along with the MUCR Diagram when that function is selected from the data grid. The Vendor must describe the proposed approach to implementing this requirement.
- 18.5 SAMSv2 will include a report that shows the results of a Benefit/Cost analysis. The Vendor must describe the proposed approach to implementing this requirement.
- 18.6 Vendor will create or assist MDOT in creating new reports using the new reporting functions. The Vendor must describe the proposed approach to implementing this requirement.

- 18.7 SAMSv2 will allow generating the Homogeneous Locations Summary and Homogeneous Locations Details as separate reports. The Vendor must describe the proposed approach to implementing this requirement.
- 18.8 SAMSv2 reporting will be modified to include graphs of crashes in a result set analysis and report. The Vendor must describe the proposed approach to implementing this requirement.

19. Functionality – Mapping

- 19.1 SAMSv2 will improve functionality of the common map manipulation tools compared to SAMSv1. SAMSv2 will change the functionality of the common map manipulation tools to be more intuitive and similar to commonly used map tools, such as Google Maps and Bing Maps. Map manipulation tools include, but are not limited to: Pan, Zoom In, Zoom Out, Layer Display, Coordinate Readout, Information Readout, Measure Distance, Zoom to Selection, and Zoom to Selected Geographic Area. The Vendor must describe the proposed approach to identifying, evaluating, and selecting alternatives to improving the map manipulation functions. The Vendor may propose a specific solution or multiple solution options.
- 19.2 SAMSv2 will include a function to measure distance along a route. The Vendor must describe the proposed approach to implementing this requirement.
- 19.3 SAMSv2 will add a function to allow the user to select multiple crashes from the map and create a new Result Set from the selection. The new Result Set created in this manner will have all of the same features and capabilities as other Result Sets. The Vendor must describe the proposed approach to implementing this requirement.
- 19.4 SAMSv2 will change the aerial photography display from automatically turning on at a defined display scale to a user-selectable layer. The Vendor must describe the proposed approach to implementing this requirement.
- 19.5 SAMSv2 will add a function to allow the user to select multiple crashes from the map and remove them from the current Result Set. The Vendor must describe the proposed approach to implementing this requirement.
- 19.6 SAMSv2 will remove a crash from the map display when it has been removed from the current result set via the data grid. Doing so should not result in re-generating the map or data grid. The Vendor must describe the proposed approach to implementing this requirement.
- 19.7 SAMSv2 will change the Measure Distance function to display both intermediate and cumulative distances. The Vendor must describe the proposed approach to implementing this requirement.
- 19.8 SAMSv2 will change the Query by User-Defined Polygon functionality to display the User-Defined Polygon on the map both before and after the query

is executed. User may toggle the polygon on and off. The Vendor must describe the proposed approach to implementing this requirement.

- 19.9 SAMSv2 will allow the user to resize the map. The Vendor must describe the proposed approach to implementing this requirement.
- 19.10 SAMSv2 will improve the Map Legend usability and functionality. The Vendor must describe the proposed approach to implementing this requirement.
- 19.11 SAMSv2 will improve the functionality of calculating and displaying aggregated crashes. The Vendor must describe the proposed approach to implementing this requirement.
- 19.12 SAMSv2 will allow a user to save the currently displayed map for use in other areas of SAMS. The Vendor must describe the proposed approach to implementing this requirement.
- 19.13 SAMSv2 will make aerial photo display available in all map displays.
- 19.14 SAMSv2 will provide the user with two or more base map options. Base map options may include, but are not limited to, Google Maps, Bing Maps, and MDOT Base Map.

20. **Functionality – Analysis**

- 20.1 SAMSv2 will be modified to allow the use of multiple countermeasures in a single Benefit/Cost analysis. The Vendor must describe the proposed approach to implementing this requirement.
- 20.2 SAMSv2 will improve the workflow and functionality of performing Benefit/Cost Analysis. Improvements may include changes to inputs, logic, calculations, user interfaces, map outputs, and data grid outputs. The Vendor must describe the proposed approach to implementing this requirement.
- 20.3 SAMSv2 will improve the ability to view and report the crashes in a selected area before and after countermeasure implementation (improve Pre and Post Analysis). The Vendor must describe the proposed approach to implementing this requirement.
- 20.4 SAMSv2 will improve the ability for users to add, remove, and modify Crash Reduction Factors (CRFs) "on the fly." This is envisioned as a temporary single use of a new CRF introduced by the user while performing the workflow. The Vendor must describe the proposed approach to implementing this requirement.
- 20.5 SAMSv2 will be modified to include the use of Safety Performance Functions (SPFs) to predict expected crash frequency based on conditions and historical statistics. The Vendor must describe the proposed approach to investigating whether sufficient data are available to support this analysis and

the feasibility of including it in SAMSV2. The Vendor may propose other options for performing this type of analysis.

- 20.6 SAMSV2 will be modified so that when saving (queries, result sets, etc.), the system will display a list of previously saved items and will allow over-writing a previously saved item after system prompt and user confirmation. The Vendor must describe the proposed approach to implementing this requirement.
- 20.7 SAMSV2 will redefine the Homogeneous Intersections so that they include the names of all intersection legs and the concurrent route names. The Vendor must describe the proposed approach to implementing this requirement.
- 20.8 SAMSV2 will be modified so that when creating and saving a homogeneous analysis, the system will automatically save the selected parameters in the description of the result set. The Vendor must describe the proposed approach to implementing this requirement.
- 20.9 SAMSV2 may add several new analysis procedures, including but not limited to analysis on Ramps. The Vendor must describe the proposed approach to implementing this requirement.
- 20.10 SAMSV2 will include new analyses based on curve data. The Vendor must describe the proposed approach to implementing this requirement.
- 20.11 SAMSV2 will modify current analyses to consider curve data. The Vendor must describe the proposed approach to implementing this requirement.

21. **Functionality - CET**

- 21.1 CETv2 will be modified to allow users to view the MUCR and add vehicle, person, and occupant records when they are missing from the DPS crash data. The Vendor must describe the proposed approach to implementing this requirement.
- 21.2 CETv2 will be modified to automatically calculate/recalculate roadway characteristics data for a crash when it is relocated. The Vendor must describe the proposed approach to implementing this requirement.
- 21.3 CETv2 will implement business rules such that they are evaluated as the data are entered and the user is notified of inconsistencies before the edits are saved. The Vendor must describe the proposed approach to implementing this requirement.
- 21.4 CETv2 will be modified to save/archive the original DPS crash record after revisions have been made to it. The Vendor must describe the proposed approach to implementing this requirement.

- 21.5 CETv2 will be modified to track the data elements edited, the original values, and the edited values. The Vendor must describe the proposed approach to implementing this requirement.
- 21.6 CETv2 will be modified to allow users to notify SAMsv2 administrators about possible issues or items that need attention. The Vendor must describe the proposed approach to implementing this requirement.
- 21.7 CETv2 will be able to generate QA/QC reports for users and agencies. The Vendor must describe the proposed approach to implementing this requirement.

22. User Interface

- 22.1 The SAMsv2 user interface will be redesigned to assume that all users will have dual 24" monitors. The Vendor must describe the proposed approach to identifying, evaluating, and selecting alternatives to improving the user interface design. The Vendor may propose a specific solution or multiple solution options.
- 22.2 The CETv2 user interface will be redesigned to assume that all users will have dual 24" monitors. The Vendor must describe the proposed approach to identifying, evaluating, and selecting alternatives to improving the user interface design. The Vendor may propose a specific solution or multiple solution options.
- 22.3 SAMsv2 will be modified to display a status/progress bar when retrieving MUCRs or performing other long operations. The Vendor must describe the proposed approach to implementing this requirement.
- 22.4 SAMsv2 will include the ability to download/update from the CRF Clearinghouse. The Vendor must describe the proposed approach to implementing this requirement.
- 22.5 SAMsv2 and CETv2 user interfaces will be redesigned so that they have a common look and feel.

23. External Interface

- 23.1 SAMsv2 and CETv2 will be modified to improve the interfaces between the two applications. The Vendor must describe the proposed approach to analyzing and re-designing the current system interfaces.
- 23.2 SAMsv2 will be modified to allow users to notify CETv2 administrators about possible issues or items that need attention. The Vendor must describe the proposed approach to implementing this requirement.
- 23.3 SAMsv2 data grid output will default to xlsx format, but will allow the option of xls. The Vendor must describe the proposed approach to implementing this requirement.

- 23.4 SAMSv2 will archive data after a number of years to be determined. Archived data will still be accessible by system but not included by default in queries and analyses. The Vendor must describe the proposed approach to implementing this requirement.
- 23.5 SAMSv2 and CETv2 will have the ability to identify individual crashes in SAMSv2 for editing in CETv2. The Vendor must describe the proposed approach to implementing this requirement.
- 23.6 SAMSv2 and CETv2 will be modified to improve adaptability to changes in the crash report data coming from DPS. The Vendor must describe the proposed approach to implementing this requirement.
- 23.7 SAMSv2 will have the ability to create and store user profiles for the purpose of maintaining unique experience/features/settings based on the user's specifications, such as preset queries/query types, preset columns displayed for result sets, saved queries/result sets, etc. The Vendor must describe the proposed approach to implementing this requirement.

24. **Cost Proposal**

- 24.1 The State anticipates issuing a time and materials contract with deliverables and a not-to-exceed total dollar value. Travel and other allowable expenses will be reimbursed at actual amount and in compliance with State travel policies and guidelines. The Vendor must propose a not-to-exceed price for all labor required to complete Phase 1 of the project, and a separate not-to-exceed estimate of travel and expenses.
- 24.2 The Vendor must propose hourly rates for Phase 2 of the RFP, and the estimated percentage of the total work to be performed by each role. The rates will be fixed for the duration of the contract. The rate categories/project roles are listed in Section VIII, *Cost Information Submission*.
- 24.3 The price proposal must be submitted using the table in Section VIII, *Cost Information Submission*.

25. **Additional Requirements**

- 25.1 ITS acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements anticipated to be met by the proposed system. Vendors must specify, here, what additional components may be needed and are proposed in order to complete each configuration.
- 25.2 It is highly probable that the Phase 1 work will discover additional requirements or changes to existing requirements to be implemented in Phase 2. Vendor must acknowledge this and take it into consideration when estimating for this proposal. Vendor must describe their Change Management process as part of the response to *Attachment A, SAMSv2 Proposal and System Requirements, Item 1.12*.

26. Scoring Methodology

26.1 An Evaluation Team composed of MDOT and **ITS** staff will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals.

26.1.1 Each category included in the scoring mechanism is assigned a weight between one and 100.

26.1.2 The sum of all categories, other than Value-Add, equals 100 possible points.

26.1.3 Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to the State at no additional charge, which, in the sole judgment of the State, provide both benefit and value to the State significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be assigned based on the assessment of the evaluation team. These points will be added to the total score.

26.1.4 For the evaluation of this RFP, the Evaluation Team will use the following categories and possible points:

Category	Possible Points
Non-Cost Categories:	
Vendor Experience	15
Personnel Experience	15
Detailed System Review	6
Detailed Data Review	6
Detailed System Requirements (includes approach for conducting requirements analysis and responses to requirements listed in Attachment A)	16
System Conceptual Design	6
Phase 2 Project Plan	6
Total Non-Cost Points	70
Cost	30
Total Base Points	100
Value Add	5
Maximum Possible Points	105

26.2 The evaluation will be conducted in four stages as follows:

26.2.1 Stage 1 – Selection of Responsive/Valid Proposals – Each proposal will be reviewed to determine if it is sufficiently responsive to the RFP requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this RFP with regard to content, organization/format, Vendor experience, number of copies, bond requirement, timely delivery, and must be responsive to all mandatory requirements. No evaluation points will be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal.

26.2.2 Stage 2 – Non-cost Evaluation (all requirements excluding cost)

26.2.2.1 Non-cost categories and possible point values are as follows:

Non-Cost Categories	Possible Points
Vendor Experience	15
Personnel Experience	15
Detailed System Review	6
Detailed Data Review	6
Detailed System Requirements (includes approach for conducting requirements analysis and responses to requirements listed in Attachment A)	16
System Conceptual Design	6
Phase 2 Project Plan	6
Maximum Possible Points	70

26.2.2.2 Proposals meeting fewer than 80% of the requirements in the non-cost categories may be eliminated from further consideration at the State's sole discretion.

26.2.2.3 ITS scores the non-cost categories on a 10-point scale, with 9 points for meeting the requirement. The 'Meets Specs' score for each category is 90% of the total points allocated for that category. For example, the 'Vendor Experience' category was allocated 15 points; a proposal that fully met all requirements in that section would have scored 13.5 points. The additional 10% is used for a proposal that exceeds the requirement for an item in a way that provides additional benefits to the state.

26.3 Stage 3 – Cost Evaluation

26.3.1 Points will be assigned using the following formula:

$$(1 - ((B - A) / A)) * n$$

Where:

A = Total lifecycle cost of lowest valid proposal

B = Total lifecycle cost of proposal being scored

n = Maximum number of points allocated to cost for acquisition

26.3.2 Cost categories and maximum point values are as follows:

Cost Category	Possible Points
Lifecycle Cost	30
Maximum Possible Points	30

26.4 Stage 4 – Selection of the successful Vendor

26.4.1 On-site Demonstrations and Interviews

26.4.1.1 At the State's sole option, Vendors that remain within a competitive range must be prepared to provide on-site interviews, on-site presentations, demonstrations or discussions for the purpose of system overview and/or clarification or amplification of information presented in any part of the proposal. The State has sole discretion as to selecting the Vendors that remain within a competitive range.

26.4.1.2 If requested, Vendors must be prepared to make on-site demonstrations of system functionality and/or proposal clarifications to the evaluation team and its affiliates within seven calendar days of notification. Each presentation must be made by the project manager being proposed by the Vendor to oversee implementation of this project.

26.4.1.3 Proposed key personnel must be present at the on-site demonstration. The evaluation team reserves the right to interview the proposed key personnel during this onsite visit. Key personnel means, at a minimum, the Project Manager, System Architect, and Functional Lead.

26.4.1.4 Although on-site demonstrations may be requested, the demonstration will not be allowed in lieu of a written proposal.

26.4.2 Site Visits

26.4.2.1 At the State's option, Vendors that remain within a competitive range must be prepared to provide a reference site within seven calendar days of notification. If possible, the reference site should be in the Southeastern region of the United States. Vendor must list potential reference sites in the proposal using the reference form in Section IX. The State has sole discretion as to selecting the Vendors that remain within a competitive range.

26.5 Final Quantitative Evaluation - Following any requested presentations, demonstrations, and/or site visits, the Evaluation Team will re-evaluate any technical/functional scores as necessary. The technical/functional and cost scores will then be combined to determine the Vendor's final score.

SECTION VIII COST INFORMATION SUBMISSION

1. Phase 1 Price Proposal

Vendors must propose a summary of all applicable Phase 1 costs in the matrix that follows. The matrix must be fully completed. Any cost not listed in this section may result in the Vendor providing those products or services at no charge to the State or face disqualification. Vendor must not edit the role names or add or remove rows. The Fixed Hourly Rate will remain the same for the entire duration of the Phase 1 work. The total Phase 1 Not-to-Exceed Price will be binding, but sub-totals per role or deliverable will not. Vendor may use the Excel spreadsheet provided as Attachment G to calculate the values, but must enter the values into this table.

Phase 1 Deliverable	Phase 1 Project Role	Fixed Hourly Rate (USD)	Estimated Hours	Estimated Price (USD)
Detailed System Review Total				
	Project Manager			
	System Architect			
	Functional Lead			
	Data Architect			
	Data Analyst			
	Database Administrator			
	Senior Developer			
	Junior Developer			
	Business Analyst			
	Functional Tester			
	Performance/Stress Tester			
	Technical Writer			
	User Interface Designer			
	Project Administration Assistant			
Detailed Data Review Total				
	Project Manager			

Phase 1 Deliverable	Phase 1 Project Role	Fixed Hourly Rate (USD)	Estimated Hours	Estimated Price (USD)
	System Architect			
	Functional Lead			
	Data Architect			
	Data Analyst			
	Database Administrator			
	Senior Developer			
	Junior Developer			
	Business Analyst			
	Functional Tester			
	Performance/Stress Tester			
	Technical Writer			
	User Interface Designer			
	Project Administration Assistant			
Detailed System Requirements Total				
	Project Manager			
	System Architect			
	Functional Lead			
	Data Architect			
	Data Analyst			
	Database Administrator			
	Senior Developer			
	Junior Developer			
	Business Analyst			
	Functional Tester			
	Performance/Stress Tester			
	Technical Writer			
	User Interface Designer			

Phase 1 Deliverable	Phase 1 Project Role	Fixed Hourly Rate (USD)	Estimated Hours	Estimated Price (USD)
	Project Administration Assistant			
System Conceptual Design Total				
	Project Manager			
	System Architect			
	Functional Lead			
	Data Architect			
	Data Analyst			
	Database Administrator			
	Senior Developer			
	Junior Developer			
	Business Analyst			
	Functional Tester			
	Performance/Stress Tester			
	Technical Writer			
	User Interface Designer			
	Project Administration Assistant			
Phase 2 Project Plan Total				
	Project Manager			
	System Architect			
	Functional Lead			
	Data Architect			
	Data Analyst			
	Database Administrator			
	Senior Developer			
	Junior Developer			
	Business Analyst			

Phase 1 Deliverable	Phase 1 Project Role	Fixed Hourly Rate (USD)	Estimated Hours	Estimated Price (USD)
	Functional Tester			
	Performance/Stress Tester			
	Technical Writer			
	User Interface Designer			
	Project Administration Assistant			
Travel and Other Allowable Expenses Total				
	Airfare			
	Lodging			
	Meals			
	Rental Car			
	Rental Car Fuel			
	Printing, Postage, Supplies			
	Personal Vehicle			
	Miscellaneous/Other (Please Describe)			
Total Phase 1 Not-to-Exceed Price				

2. Phase 2 Price Proposal

Vendors must use the matrix that follows to propose hourly rates and estimated percentage of total work for Phase 2 of the project. The matrix must be fully completed. Vendor must not edit the role names or add or remove rows. The Fixed Hourly Rate will remain the same for the entire duration of the Phase 2 work. The Estimated Percentage of Total Phase 2 Work

reflects the Vendor's best estimate of the portion of the Phase 2 work to be completed by each role. Weighted Hourly Rate is calculated as (Fixed Hourly Rate x Est. % of Total Phase 2 Work). The sum of the values in the Est. % of Total Phase 2 Work column must equal 100%. The Weighted Hourly Rate values are then summed to calculate the Phase 2 Blended Hourly Rate. Vendor may use the Excel spreadsheet provided as Attachment G to calculate the values, but must enter the values into this table.

Phase 2 Project Role		Fixed Hourly Rate (USD)	Est. % of Total Phase 2 Work	Weighted Hourly Rate (USD)
	Project Manager			
	System Architect			
	Functional Lead			
	Data Architect			
	Data Analyst			
	Database Administrator			
	Senior Developer			
	Junior Developer			
	Business Analyst			
	Functional Tester			
	Performance/Stress Tester			
	Technical Writer			
	User Interface Designer			
	Project Administration Assistant			
Phase 2 Blended Hourly Rate			100%	

SECTION IX REFERENCES

Please return the following Reference Forms, and if applicable, Subcontractor Reference Forms.

1. References

- 1.1 The Vendor must provide at least 3 references consisting of Vendor accounts that the State may contact. Required information includes customer contact name, address, telephone number, email address, and engagement starting and ending dates. Forms for providing reference information are included later in this RFP section. All fields The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession.
- 1.2 Any of the following may subject the Vendor's proposal to being rated unfavorably relative to these criteria or removed from further consideration, at the State's sole discretion:
 - 1.2.1 Failure to provide reference information in the manner described;
 - 1.2.2 Inability of the State to substantiate minimum experience or other requirements from the references provided;
 - 1.2.3 Non-responsiveness of references to the State's attempts to contact them; or
 - 1.2.4 Unfavorable references that raise serious concerns about material risks to the State in contracting with the Vendor for the proposed products or services.
- 1.3 **MANDATORY** - References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
 - 1.3.1 **MANDATORY** - The reference installation must be for a project similar in scope to the project for which this RFP is issued. In the Reference Form, describe how the reference project is similar in scope to this one.
 - 1.3.2 **MANDATORY** - At least one (1) of the reference projects must have been greater than one million U.S. dollars (\$1M USD) in total price.
 - 1.3.3 **MANDATORY** - At least one (1) of the references must be a project that included GIS and LRS data analysis.
 - 1.3.4 **MANDATORY** - At least one (1) of the references must be a project for another public transportation agency.

- 1.3.5 **MANDATORY** - All referenced projects must have been completed within the last five (5) years.
- 1.4 The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, including the procuring agency and/or other agencies or institutions of the State, even if that customer is not included in the Vendor's list of references, and to utilize such information in the evaluation of the Vendor's proposal.
- 1.5 Unless otherwise indicated in the Scoring Methodology in Section VII, reference information available to the State will be used as follows:
 - 1.5.1 As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP;
 - 1.5.2 To confirm the capabilities and quality of a Vendor, product, or individual for the proposal deemed lowest and best, prior to finalizing the award.
- 1.6 The State reserves the right to forego reference checking when, at the State's sole discretion, the evaluation team determines that the capabilities of the recommended Vendor are known to the State.

2. **Subcontractors**

The Vendor's proposal must include a Subcontractor Reference Form for any and all subcontractors proposed for this project. Subcontractor information and references must be provided on the Subcontractor Reference Form included later in this section. All fields on the form are required. Three (3) references are required for each subcontractor. The total estimated percentage of work to be performed by all subcontractors may not exceed 40%.

Unless otherwise noted, the requirements found in the References section may be met through a combination of Vendor and subcontractor references and experience. Vendor's proposal should clearly indicate any mandatory experience requirements met by subcontractors. NOTE: The State reserves the right to eliminate from further consideration proposals in which the prime Vendor does not, in the State's sole opinion, provide substantive value or investment in the total solution proposed. (i.e. the State does not typically accept proposals in which the prime Vendor is only a brokering agent.)

REFERENCE FORM

Complete 3 Reference Forms. All fields are required.

Contact Name:

Company Name:

Address:

Phone #:

E-Mail:

Project Start Date:

Project End Date:

Total Project Cost (USD):

% of Work Performed by Vendor:

Describe the product/services/project and the portion of the work performed by your firm. The description should include the business problem being solved, an overview of functionality, an overview of the technologies used, benefits realized from system implementation, design and implementation approach, whether Vendor was prime contractor or subcontractor, and any personnel proposed for this project who also worked on the described project.

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SUBCONTRACTOR REFERENCE FORM

Complete a separate form for each subcontractor proposed. If no subcontractors are proposed, enter "NONE" in the Subcontractor Contact Name field.

Subcontractor Contact Name:
Subcontractor Company name:
Subcontractor Address:
Subcontractor Phone #:
Subcontractor E-Mail:
Est. % of Work to be Provided by Subcontractor:

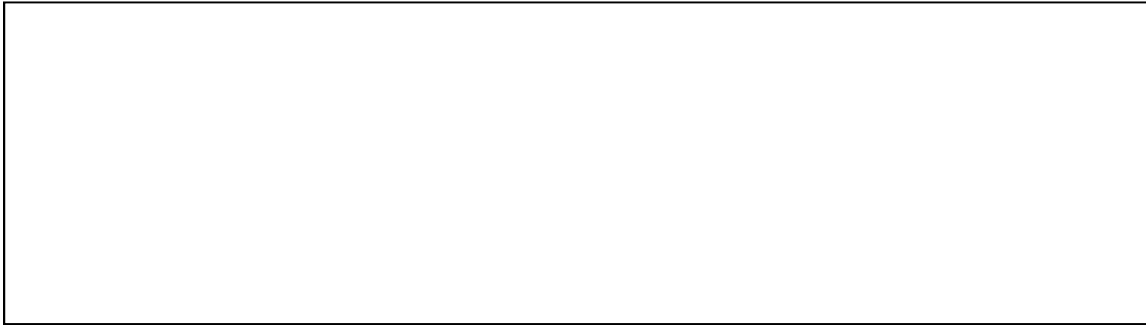
Scope of services/products to be provided on this project by subcontractor:

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Complete three (3) Reference Forms for each Subcontractor.

Subcontractor Reference Contact Name:
Subcontractor Reference Company name:
Subcontractor Reference Address:
Subcontractor Reference Phone #:
Subcontractor Reference E-Mail:
Project Start Date:
Project End Date:
Total Project Cost (USD):
% of Work Performed by Proposed Subcontractor:

Describe the product/services/project and the work performed by the proposed subcontractor on the referenced project. The description should include the business problem being solved, an overview of functionality, an overview of the technologies used, benefits realized from system implementation, design and implementation approach, whether Vendor was prime contractor or subcontractor, and any personnel proposed for this project who also worked on the described project.



**EXHIBIT A
STANDARD CONTRACT**

A properly executed contract is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with **ITS**. The inclusion of this contract does not preclude **ITS** from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP.

If Vendor cannot comply with any term or condition of this Standard Contract, Vendor must list and explain each specific exception on the *Proposal Exception Summary Form* included in Section V.

**PROJECT NUMBER 41020
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
INSERT VENDOR NAME
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

This Professional Services Agreement (hereinafter referred to as "Agreement") is entered into by and between **INSERT VENDOR NAME**, a **INSERT STATE OF INCORPORATION** corporation having its principal place of business at **INSERT VENDOR ADDRESS** (hereinafter referred to as "Contractor"), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the Mississippi Department of Transportation located at 401 North West Street, Jackson, Mississippi 39201 (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "State".

WHEREAS, Customer, pursuant to Request for Proposals ("RFP") No. 3755 requested proposals for the acquisition of a contractor to gather requirements and develop a project plan in Phase I for a Safety Analysis Management System and Crash Editing Tool, and to actually develop the system in Phase II;

WHEREAS, Contractor was the successful proposer in an open, fair and competitive procurement process to provide the services described herein;

WHEREAS, this Agreement solely addresses the services to be delivered in Phase I;

NOW THEREFORE, in consideration of the mutual understandings, promises and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 PERIOD OF PERFORMANCE

1.1 Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on the date it is signed by all parties and shall continue until all tasks required herein for Phase I are completed. Contractor agrees to complete all tasks for Phase I on or before the close of business on **INSERT DATE**, or within such other time period as is mutually agreed upon by the parties.

1.2 Contractor acknowledges that the project is comprised of two (2) Phases as described in RFP No. 3755. The State shall be under no obligation to proceed from Phase I to Phase II. Contractor shall not proceed to Phase II without written notice from Customer to proceed with Phase II. In no event shall the Customer be obligated for payment of any costs, fees or expenses incurred by Contractor or for the acquisition of any products or services described as comprising part of Phase II unless and until the Customer authorizes Contractor to proceed with Phase II, in writing. The decision to proceed with Phase II shall be in the sole and absolute discretion of the Customer.

1.3 This Agreement will become a binding obligation on the State only upon the issuance of a valid purchase order by the Customer following contract execution and the issuance by ITS of the CP-1 Acquisition Approval Document.

ARTICLE 2 SCOPE OF SERVICES

Contractor shall perform all Phase I work specified in RFP No. 3755 and Contractor's Proposal, as accepted by the Customer, in response thereto. A summary of the Phase I work to be provided is specified in the Statement of Work attached hereto as "Exhibit A" and incorporated herein by reference.

ARTICLE 3 CONSIDERATION AND METHOD OF PAYMENT

3.1 As consideration for the performance of this Agreement, Customer shall pay Contractor **\$INSERT AMOUNT** per hour for the actual number of hours worked not to exceed **INSERT HOURS** hours. It is understood by the parties that travel, subsistence and any related project expenses are included in this hourly rate. No additional costs will be added to the monthly invoices for such expenses. It is expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed the specified sum of **\$INSERT AMOUNT**. Contractor shall keep daily records of the actual number of hours worked and of the tasks performed and shall immediately supply such records to Customer upon request.

3.2 Contractor shall submit an invoice monthly with the appropriate documentation to Customer for any month in which services are rendered. Upon the expiration of this Agreement, Contractor shall submit the final invoice with appropriate documentation to Customer for payment for the services performed during the final month of this Agreement. Contractor shall submit invoices and supporting documentation to Customer electronically during the term of this Agreement using the processes and procedures identified by the State. Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public

Bodies”, Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by Customer within forty-five (45) days of receipt of the invoice. Contractor understands and agrees that Customer is exempt from the payment of taxes. All payments shall be in United States currency. Payments by state agencies using the Statewide Automated Accounting System (“SAAS”) or any replacement system for SAAS shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Contractor’s choice. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Contractor shall remain responsible and liable for full performance.

3.3 Acceptance by the Contractor of the last payment from the Customer shall operate as a release of all claims against the State by the Contractor and any subcontractors or other persons supplying labor or materials used in the performance of the work under this Agreement.

ARTICLE 4 WARRANTIES

4.1 The Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services.

4.2 If applicable under the given circumstances, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

4.3 Contractor represents and warrants that no official or employee of Customer or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Contractor warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Contractor also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

4.4 The Contractor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Contractor to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

ARTICLE 5 EMPLOYMENT STATUS

5.1 Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.

5.2 Contractor represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Customer.

5.3 Any person assigned by Contractor to perform the services hereunder shall be the employee of Contractor, who shall have the sole right to hire and discharge its employee. Customer may, however, direct Contractor to replace any of its employees under this Agreement.

5.4 Contractor shall pay when due, all salaries and wages of its employees and it accepts

exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Contractor nor employees of Contractor are entitled to state retirement or leave benefits.

5.5 It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Contractor shall be paid as a gross sum with no withholdings or deductions being made by Customer for any purpose from said contract sum, except as permitted herein in the article titled "Termination".

ARTICLE 6 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Customer location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of the staff will be asked to leave the premises and may be suspended from further work on the premises. All Contractor employees and subcontractors who will be working at such locations shall be covered by Contractor's comprehensive general liability insurance policy.

ARTICLE 7 MODIFICATION OR RENEGOTIATION

This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

ARTICLE 8 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

8.1 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Contractor represents all contractors, third parties, and/or subcontractors Contractor has assembled for this project. The Customer is required to negotiate only with Contractor, as Contractor's commitments are binding on all proposed contractors, third parties, and subcontractors.

8.2 Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and assigns.

8.3 Contractor must obtain the written approval of Customer before subcontracting any portion of this Agreement. No such approval by Customer of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Customer in addition to the total fixed price agreed upon in this Agreement. All subcontracts shall incorporate the terms of this Agreement and shall be subject to the terms and conditions of this Agreement and to any conditions of approval that Customer may deem necessary.

8.4 Contractor represents and warrants that any subcontract agreement Contractor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Customer, and that the subcontractor acknowledges that no privity of contract exists between the Customer and the subcontractor and that the Contractor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Contractor. The Contractor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's failure to pay any and all amounts due by Contractor to any subcontractor, materialman, laborer or the like.

8.5 All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between the Contractor and the Customer, where such dispute affects the subcontract.

ARTICLE 9 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Customer for the payments or performance due under this Agreement, Customer shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Customer shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

ARTICLE 10 TERMINATION

10.1 Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the parties; (b) If either party fails to comply with the terms of this Agreement, the non-defaulting party may terminate the Agreement upon the giving of thirty (30) days written notice unless the breach is cured within said thirty (30) day period; (c) Customer may terminate the Agreement in whole or in part without the assessment of any penalties upon thirty (30) days written notice to Contractor if Contractor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (d) Customer may terminate the Agreement for any reason without the assessment of any penalties after giving thirty (30) days written notice specifying the effective date thereof to Contractor. The provisions of this Article do not limit either party's right to pursue any other remedy available at law or in equity.

10.2 Notwithstanding the above, Contractor shall not be relieved of liability to Customer for damages sustained by Customer by virtue of any breach of this Agreement by Contractor, and

Customer may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due Customer from Contractor are determined.

ARTICLE 11 GOVERNING LAW

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Contractor expressly agrees that under no circumstances shall Customer be obligated to pay an attorney's fee, prejudgment interest or the cost of legal action to Contractor. Further, nothing in this Agreement shall affect any statutory rights Customer may have that cannot be waived or limited by contract.

ARTICLE 12 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

ARTICLE 13 SEVERABILITY

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

ARTICLE 14 CAPTIONS

The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or Article in this Agreement.

ARTICLE 15 HOLD HARMLESS

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate Customer, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Contractor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this Agreement.

ARTICLE 16 THIRD PARTY ACTION NOTIFICATION

Contractor shall notify Customer in writing within five (5) business days of Contractor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against

Contractor or Customer by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Contractor's performance under this Agreement. Failure of the Contractor to provide such written notice to Customer shall be considered a material breach of this Agreement and the Customer may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 17 AUTHORITY TO CONTRACT

Contractor warrants that it is a validly organized business with valid authority to enter into this Agreement; that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

ARTICLE 18 NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Customer's address for notice is: Mr. Mike Roberts, IS Administrative Manager, Mississippi Department of Transportation, 401 North West Street, Jackson, Mississippi 39201. The Contractor's address for notice is: **INSERT VENDOR NOTICE INFORMATION**. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

ARTICLE 19 RECORD RETENTION AND ACCESS TO RECORDS

Contractor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Customer, ITS, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Contractor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Contractor's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Contractor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 20 INSURANCE

Contractor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Contractor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Contractor will, upon request, furnish Customer with a certificate of conformity providing the aforesaid coverage.

ARTICLE 21 DISPUTES

Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Contractor and Customer, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

ARTICLE 22 COMPLIANCE WITH LAWS

22.1 Contractor shall comply with, and all activities under this Agreement shall be subject to, all Customer policies and procedures, and all applicable federal, state, and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Contractor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability. Further, if applicable, Contractor shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.

22.2 Contractor represents and warrants that it will comply with the state's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Contractor represents and warrants that it will comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

ARTICLE 23 CONFLICT OF INTEREST

Contractor shall notify the Customer of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to the Customer's satisfaction, the Customer reserves the right to terminate this Agreement.

ARTICLE 24 SOVEREIGN IMMUNITY

By entering into this Agreement with Contractor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 25 CONFIDENTIAL INFORMATION

25.1 Contractor shall treat all Customer data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or

information to a third party without specific written consent of Customer. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform Customer and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Agreement on behalf of, or under the rights of the Contractor following any termination or completion of this Agreement.

25.2 With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Contractor. ITS will provide third party notice to Contractor of any requests received by ITS for any such confidential exhibits so as to allow Contractor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

ARTICLE 26 EFFECT OF SIGNATURE

Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the State or the Contractor on the basis of draftsmanship or preparation hereof.

ARTICLE 27 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All data, electronic or otherwise, collected by Contractor and all documents, notes, programs, data bases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Contractor in connection with this Agreement, whether completed or in progress, shall be the property of Customer upon completion of this Agreement or upon termination of this Agreement. Customer hereby reserves all rights to the databases and all applications thereof and to any and all information and/or materials prepared in connection with this Agreement. Contractor is prohibited from use of the above described information and/or materials without the express written approval of Customer.

ARTICLE 28 NON-SOLICITATION OF EMPLOYEES

Contractor agrees not to employ or to solicit for employment, directly or indirectly, any of the Customer's employees until at least one (1) year after the expiration/termination of this Agreement unless mutually agreed to the contrary in writing by the Customer and the Contractor and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

ARTICLE 29 ENTIRE AGREEMENT

29.1 This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. The RFP No. 3755 and Contractor's Proposal in response to RFP No. 3755 are hereby incorporated into and made a part of this Contract.

29.2 The Contract made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

- A.** This Agreement signed by the parties hereto;
- B.** Any exhibits attached to this Agreement;
- C.** RFP No. 3755 and written addenda, and
- D.** Contractor's Proposal, as accepted by Customer, in response to RFP No. 3755.

29.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Contractor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Agreement") and the lowest document is listed last ("D. Contractor's Proposal").

ARTICLE 30 STATE PROPERTY

Contractor shall be responsible for the proper custody of any Customer-owned property furnished for Contractor's use in connection with work performed pursuant to this Agreement. Contractor shall reimburse the Customer for any loss or damage, normal wear and tear excepted.

ARTICLE 31 SURVIVAL

Articles 4, 11, 15, 19, 24, 25, 27, 28, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

ARTICLE 32 DEBARMENT AND SUSPENSION CERTIFICATION

Contractor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery,

falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

ARTICLE 33 SPECIAL TERMS AND CONDITIONS

It is understood and agreed by the parties to this Agreement that there are no special terms and conditions.

ARTICLE 34 COMPLIANCE WITH ENTERPRISE SECURITY POLICY

Contractor and Customer understand and agree that all products and services provided by Contractor under this Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Contractor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

ARTICLE 35 STATUTORY AUTHORITY

By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the executive director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Customer's or Contractor's contractual obligations, financial or otherwise, contained within this Agreement. The parties further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by Customer's funding source.

ARTICLE 36 TRANSPARENCY

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to Customer posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by Customer.

ARTICLE 37 PERSONNEL ASSIGNMENT GUARANTEE

Contractor guarantees that the personnel assigned to this project will remain a part of the project throughout the duration of the Agreement as long as the personnel are employed by the Contractor and are not replaced by Contractor pursuant to the third paragraph of the Article herein titled "Employment Status". Contractor further agrees that the assigned personnel will function in the capacity for which their services were acquired throughout the life of the Agreement, and any failure by Contractor to so provide these persons shall entitle the State to terminate this Agreement for cause. Contractor agrees to pay the Customer fifty percent (50%) of the total contract amount if any of the assigned personnel is removed from the project prior to the ending date of the contract for reasons other than departure from Contractor's employment or replacement by Contractor pursuant to the third paragraph of the Article herein titled "Employment Status". Subject to the State's written approval, the Contractor may substitute qualified persons in the event of the separation of the incumbents therein from employment with Contractor or for other compelling reasons that are acceptable to the State, and in such event, will be expected to assign additional staff to provide technical support to Customer within thirty calendar days or within such other mutually agreed upon period of time, or the Customer may, in its sole discretion, terminate this Agreement immediately without the necessity of providing thirty (30) days notice. The replacement personnel shall have equal or greater ability, experience and qualifications than the departing personnel, and shall be subject to the prior written approval of the Customer. The Contractor shall not permanently divert any staff member from meeting work schedules developed and approved under this Agreement unless approved in writing by the Customer. In the event of Contractor personnel loss or redirection, the services performed by the Contractor shall be uninterrupted and the Contractor shall report in required status reports its efforts and progress in finding replacements and the effect of the absence of those personnel.

ARTICLE 38 CHANGE ORDER RATE AND PROCEDURE

38.1 It is understood that the State may, at any time by a written order, make changes in the scope of the project. No changes in scope are to be conducted or performed by the Contractor except by the express written approval of the State. The Contractor shall be obligated to perform all changes requested by the Customer, which have no price or schedule effect.

38.2 The Contractor shall have no obligation to proceed with any change that has a price or schedule effect until the parties have mutually agreed in writing thereto. Neither the State nor the Contractor shall be obligated to execute such a change order; and if no such change order is executed, the Contractor shall not be obliged or authorized to perform services beyond the scope of this Agreement and the contract documents. All executed change orders shall be incorporated into previously defined deliverables.

38.3 With respect to any change orders issued in accordance with this Article, the Contractor shall be compensated for work performed under a change order according to the hourly change order rate of **\$INSERT AMOUNT**. If there is a service that is not defined in the change order rate, the Contractor and the State will negotiate the rate. The Contractor agrees that this change order rate shall be a "fully loaded" rate, that is, it includes the cost of all materials, travel

expenses, per diem, and all other expenses and incidentals incurred by the Contractor in the performance of the change order. The Contractor shall invoice the Customer upon acceptance by the Customer of all work documented in the change order, and the Customer shall pay invoice amounts on the terms set forth in this Agreement. The Contractor acknowledges and agrees that the fully-loaded change order hourly rates in Exhibit A must remain valid for the duration of the Agreement, with annual increases not to exceed the lesser of a five percent increase or an increase in the consumer price index, all Urban Consumer U.S. City Average (C.P.I.-U).

38.4 Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work contemplated therein. The price of the work to be performed under any change order will be determined based upon the change order rate; however, the change order will be issued for a total fixed dollar amount and may not be exceeded regardless of the number of hours actually expended by the Contractor to complete the work required by that change order. The project work plan will be revised as necessary.

38.5 The Contractor will include in the progress reports delivered under this Agreement, the status of work performed under all then-current change orders.

38.6 In the event the Contractor and the State enter into a change order which increases or decreases the time required for the performance of any part of the work under this Agreement, the Contractor shall submit to the Customer a revised version of the project work plan, clearly indicating all changes, at least five (5) working days prior to implementing any such changes.

38.7 The Customer shall promptly review all revised project work plans submitted under this Agreement, and shall notify the Contractor of its approval or disapproval, in whole or in part, of the proposed revisions, stating with particularity all grounds for any disapproval, within ten (10) working days of receiving the revisions from the Contractor. If the Customer fails to respond in such time period or any extension thereof, the Customer shall be deemed to have approved the revised project work plan.

ARTICLE 39 PERFORMANCE BOND

As a condition precedent to the formation of this Agreement, the Contractor must provide a performance bond as herein described. To secure the Contractor's performance, the Contractor shall procure, submit to the State with this executed Agreement, and maintain in effect at all times during the course of this Agreement, a performance bond in the total amount of this Agreement. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the performance bond, and shall identify a contact person to be notified in the event the State is required to take action against the bond. The term of the performance bond shall be

concurrent with the term of this Agreement, with the exception of post-warranty maintenance and support, and shall not be released to Contractor until final acceptance of all products and deliverables required herein or until the warranty period, if any, has expired, whichever occurs last. If applicable, and at the State's sole discretion, the State may, at any time during the warranty period, review Seller's performance and performance of the products/services delivered and determine that the Seller's performance bond may be reduced or released prior to expiration of the full warranty period. The performance bond shall be procured at Contractor's expense and be payable to the Customer. The cost of the bond may be invoiced to the Customer after project initiation only if itemized in the Contractor's cost proposal and in the attached Exhibit A. Prior to approval of the performance bond, the State reserves the right to review the bond and require Contractor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by Contractor. The bond must specifically refer to this Agreement and shall bind the surety to all of the terms and conditions of this Agreement. If the Agreement is terminated due to Contractor's failure to comply with the terms thereof, Customer may claim against the performance bond.

For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

**State of Mississippi, Department of
Information Technology Services, on
behalf of Mississippi Department of
Transportation**

INSERT VENDOR NAME

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT A
Statement of Work